

REGISTRO DE CONTRATOS
TOMO 23 PAGINA 60
CONTRATO NUM. 2014-000319

Agreement No.: 2014-000030

Parties to Agreement: The Puerto Rico Science, Technology and Research Trust and the University of Puerto Rico - Mayaguez Campus

SPONSORSHIP AGREEMENT

by and between

THE PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

and

**THE UNIVERSITY OF PUERTO RICO - MAYAGUEZ CAMPUS
("RECIPIENT")**


PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

SPONSORSHIP AGREEMENT (the "Agreement")
AGREEMENT NUMBER - 2014-000030

20 This one-time Sponsorship Agreement (this "Agreement"), dated as of December 20, 2013, by and between the Puerto Rico Science Technology and Research Trust (the "TRUST"), which TRUST was mandated by Act No. 214-2004, as amended ("Act 214"), and constituted by the Trust Constitution Deed Number 23 executed on December 31, 2004 before Notary Public Jaime Arturo Riera-Seivane ("Constitution Deed"); represented in this act by its Acting Executive Director, Iván Ríos Mena, Esq. authorized to appear in the present Agreement by virtue of the power conferred by the Board of Trustees pursuant to a resolution dated January 31st, 2013; and the University of Puerto Rico – Mayaguez (the "RECIPIENT"), a public educational institution created under Act No.1-1966 ("Act of the University of Puerto Rico"), herein represented by its Acting Chancellor Prof. Lucas Noé Avilés Rodríguez, of legal age, married, Professor and a resident of Lajas, Puerto Rico, duly authorized to appear in representation of RECIPIENT.

WITNESSETH

WHEREAS, the TRUST is authorized to enter into this Agreement pursuant to the Constitution of Deed and Act No. 214, to pursue its delegated duties of advancing science, technology and research;

 WHEREAS, The RECIPIENT has contacted the TRUST to request support for the 2014 Caribbean Celebration of Women in Computing (the "Initiative"), to be held on February 26-27, 2014, in accordance with the Proposal included as Appendix A hereof (the "Proposal").

WHEREAS, the RECIPIENT has represented to the TRUST that the Initiative's aim is to increase female participation in Engineering and Computing and seeks to gather a large group of women from all the Caribbean working on or studying different technology related disciplines.

WHEREAS, the RECIPIENT is offering the Trust a Gold Sponsorship package which entitles the Trust to the following:

- Trust logo in the event's web page;
- Trust logo in the conference program;
- Placing the Trust logo prominently at the event;
- Swag in bags;

- Recognition of the Trust at press release;
- Free company booking; and,
- Booth table.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the TRUST and RECIPIENT (together, the "Parties") agree as follows:

TERMS AND CONDITIONS

1. Term: (a) The term of this Agreement begins on the date hereof and ends thirty (30) days after the date the Initiative takes place, that is on March 27, 2014 (the "Expiration Date").

(b) Notwithstanding the above, the TRUST reserves the right to immediately cancel this Agreement, if (i) RECIPIENT fails to comply with any of the terms, covenants, conditions or stipulations of this Agreement, including the specifications of uses of the Funding (as defined below) or (ii) any of the representations and warranties given to the TRUST are false or misleading. In such cases, the TRUST shall give RECIPIENT a Notice of Early Termination in which case the date stated in such notice shall be the Date of Early Termination. The TRUST may also immediately terminate this Agreement for lack of funds to disburse to RECIPIENT under this Agreement, provided, however, that the cancellation right the TRUST has on the basis of lack of funds shall not grant the TRUST a right to request reimbursement of Funding already disbursed unless any of the other causes for termination and reimbursement of the Funding indicated in this Agreement are present.

1. Funding Commitment: The TRUST shall sponsor the Initiative and disburse to RECIPIENT THREE THOUSAND DOLLARS (\$3,000.00) (the "Funding") to be disbursed at the time of execution of this Agreement.

Payment shall be made solely against funds of the TRUST from Account Number 25099479-50100. The Trustees shall not be personally liable for any payment or liability under this Agreement.


2. Uses and Further Conditions for Granting the Funding: RECIPIENT agrees to expend the Funding within the Term of this Agreement. During the Term of this Agreement, RECIPIENT will inform the TRUST, in writing, of any proposed material changes to RECIPIENT's Approved Uses for the Funding. RECIPIENT may not make any material changes in the purposes, activities or budget of the Initiative that may impact

the Approved Uses without the prior consent of the TRUST and which the TRUST shall not withhold unreasonably. Should this clause be breached, the TRUST shall immediately terminate this Agreement and RECIPIENT shall return, at the TRUST request, all Funding disbursed under this Agreement.

3. Policies Terms and Conditions: Upon approval thereof by the Board of Trustees, the TRUST shall deliver to RECIPIENT any applicable policy which RECIPIENT shall follow as recipient of Trust funds. Thereupon, terms and conditions of such policies shall be deemed incorporated herein as an integral part of this Agreement and RECIPIENT shall comply with such policies.
4. Credit, Publicity and Participation by the Trust: In further consideration for the Funding, RECIPIENT agrees and consents that, exclusively in connection with this agreement, the TRUST may use the names and description of RECIPIENT and the Initiative for information and promotion purposes without the prior approval of RECIPIENT. Other than in connection with this Agreement, the Trust shall ask for written consent from RECIPIENT before using the names and description of the Initiative in TRUST promotional materials, except when performing TRUST duties and complying with other legal or regulatory requirements that involve the University of Puerto Rico as Trustee or recipient of other funds under Act 214, in which case the TRUST shall proceed with its obligations without further involvement of RECIPIENT. RECIPIENT shall give proper credit to the TRUST in any and all marketing, publication, public or private communication, regardless of the medium used in connection with the Initiative, provided, however, that RECIPIENT agrees to provide the TRUST, prior to their publication to the extent applicable, with copies of marketing materials, abstracts reviews and other press materials, distribution brochures, notices of exhibition, activities, and awards, and any other pertinent information in connection with the Initiative. RECIPIENT also agrees that the Trust shall have the right to have designated individuals, employees, or agents attend presentations, seminars, classes and other activities organized and held as part of the Initiative, including events not open to the general public.
5. Liability. RECIPIENT is liable for any and all debts and obligations incurred by it in connection with the Initiative or otherwise, and the TRUST commitment hereunder shall be limited to the Funding, provided the conditions to disbursement of the Funding are complied with by RECIPIENT.
6. Insurance. RECIPIENT shall obtain adequate general liability insurance and any other commercially recommended insurance to cover risks in connection with the Initiative. RECIPIENT shall upon the TRUST's request cause any such policy of insurance to name the TRUST as additional insured under the policies.

7. Taxes. {NOT APPLICABLE} RECIPIENT shall be responsible for the payment of all taxes, fees, charges and duties that may be required by law to be paid in connection with the Funding received, as applicable. RECIPIENT shall hold the TRUST safe and harmless regarding any possible taxes, fees, charges and duties that may be imposed on the TRUST as a result of the Funding specified in this agreement. This Agreement does not constitute and shall not be construed as constituting a partnership, employer/employee or principal/agent relationship nor joint venture between the TRUST and RECIPIENT. All persons furnished, used, retained or hired by or on behalf of RECIPIENT shall be considered to be solely the employees or agents of RECIPIENT, and RECIPIENT shall be responsible for the payment of any and all unemployment, social security and other payroll taxes for such persons, including any related assessments or contributions required by law.

8. Indemnification. RECIPIENT hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TRUST, its officers, trustees, employees and agents, from and against any and all claims, demands, liabilities, judgments, proceedings, damages, costs, losses and expenses and/or suits, including reasonable attorney's fees, directly, indirectly, wholly or partially arising from or in connection with any act or omission of RECIPIENT, its employees or agents, in connection with the Initiative, or otherwise, and in connection with any act or omission in implementing the terms and conditions of this Agreement. This obligation shall extend beyond the termination or expiration of this Agreement.

 9. Conflicts of Interests.

(a) RECIPIENT represents and warrants that it does not have any relationship, affiliation or agreement with any of the Trustees or employees of the TRUST that could represent a conflict of interest. RECIPIENT shall disclose promptly in writing to the TRUST any relationship, affiliation, interest (personal, economic or institutional) or agreement previously existing, arising or coming to its attention after the date of this Agreement which would represent a conflict of interest. The TRUST will acknowledge receipt of such disclosure, and will indicate if it believes that there is a conflict of interest or the appearance of a conflict of interest. Such determination of conflict of interest by the TRUST will be discussed by the Parties and an appropriate remedy or correction will be implemented. If the TRUST determines that the conflict was knowingly entered into or permitted in disregard of this contractual obligation, RECIPIENT may be asked to return the Funding.

(b) No *ex officio* TRUSTEE has evaluated, considered, approved or executed this Agreement with RECIPIENT if Act No. 1-2012, as amended, prohibits it. RECIPIENT

represents and warrants that no Trustee has or has had pecuniary, institutional or personal interest in RECIPIENT or in this Agreement.

10. Representation and Warranties.

(a) The TRUST hereby represents and warrants that its sole motivation for entering into this Agreement is to advance its mission of promoting science, technology, research, and transfer and commercialization of products and ideas that result from local research performed in Puerto Rico, in order to develop Puerto Rico's competitiveness in the knowledge economy, and that its support is non-partisan and not for commercial purposes.

(b) RECIPIENT hereby represents that it has no taxing obligation with the Commonwealth of Puerto Rico nor any other payment obligations with any of the Commonwealth instrumentalities, including, but not limited to, with the Puerto Rico Treasury Department, the Municipal Tax Collection Center (known by its Spanish acronym, CRIM), the Puerto Rico Department of Labor and Human Resources and the Puerto Rico State Insurance Fund. RECIPIENT is in compliance with any payment and/or retention and remittal obligation, as applicable with the *Administración para el Sustento de Menores (ASUME)*.

(d) RECIPIENT hereby certifies that it is duly authorized to execute, deliver and perform under this Agreement and the persons representing RECIPIENT have authorized powers to execute, deliver and perform on behalf of RECIPIENT and are not in contravention of law.

(e) RECIPIENT represents and warrants that none of the persons representing RECIPIENT and executing obligations under this Agreement have been convicted of, nor have any of them pled guilty to, any crimes related to the public treasury, the public trust, a public function, or that involves public funds or property in Puerto Rico, a state, a federal forum in any jurisdiction of the United States of America or any other jurisdiction. In addition, RECIPIENT represents and warrants that as of the execution to this Agreement neither it nor any of the persons above mentioned have are subject of any investigation by a legislative, judicial or administrative body, in the United States of America, the Commonwealth of Puerto Rico or any other jurisdiction, of the crimes indicated above. RECIPIENT shall execute and submit the Sworn Statement included in Appendix B as confirmation of the previous representation. It is expressly acknowledged that although the Trust is not a government entity, because the TRUST receives public funds and it has been entrusted duties for the benefit of the People of Puerto Rico, this certification has been voluntarily determined by the TRUST to be an essential condition of this Agreement. If this representation is not

correct in its entirety or in any of its parts, it shall constitute sufficient cause for the TRUST to terminate this Agreement immediately, without prior notice, and RECIPIENT shall have to reimburse the TRUST any amount of money received under this Agreement. This Agreement will be immediately terminated if RECIPIENT or any of the persons above mentioned are convicted of or plead guilty to any of the aforementioned offenses during the term of this Agreement. If the status of RECIPIENT or any of the above mentioned persons with regards to the crimes previously mentioned changes at any time during the term of the Agreement, RECIPIENT shall notify the TRUST immediately. Failure to disclose to the TRUST within ten (10) days from the date RECIPIENT becomes aware that it or any of the persons above mentioned are under investigation or that any of them have been charged with committing any crime referred above, constitutes a violation of this Article, and shall result in the immediate termination of this Agreement and the reimbursement of the Funding to the TRUST.

(f) It shall be an indispensable requirement for RECIPIENT to make a commitment to the ethical principles outlined in Appendix C of this Agreement. Therefore, by execution of this Agreement, RECIPIENT commits to comply with such principles.

11. Project Material:

(a) All Project Materials, as defined in (b) below, shall be and remain the property of RECIPIENT, but a copy and a license to use such Project Materials is herein granted by RECIPIENT to the TRUST as part of the deliverables that shall be submitted under this Agreement.

(b) For purposes of this Agreement, the term "Project Materials" shall mean all products, programs, concepts, ideas, studies, text, reports, designs, processes, techniques or know-how, documents, writings, information, drawings, programs, campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, audio-visual works, transcriptions, or other materials produced by RECIPIENT in connection with the Initiative and funded with the Funding committed hereunder, whether prepared by RECIPIENT alone or with others, and whether completed or in progress (each, a "Work"), and all drafts, notebooks, data, copies and other physical embodiments thereof, including, without limitation, all Project Materials supplied or produced in connection with any proposal submitted or work performed directly or indirectly by RECIPIENT with the Funding, whether or not patentable or registrable under copyright or similar statutes.

(c) RECIPIENT shall indemnify the TRUST against any claim or suit alleging that any of the Project Material infringes upon patents, copyrights, trademarks, trade secrets or other proprietary rights of others. RECIPIENT shall pay all costs and damages, including reasonable attorney's fees.

12. Audit. RECIPIENT shall allow the TRUST, the Office of the Comptroller of Puerto Rico, or any of their duly authorized representatives, to inspect and audit all data and records of RECIPIENT pertaining to the use of the Funding and the compliance with the terms and conditions of this Agreement.
13. Entire Agreement. This Agreement and its Attachments constitute the entire agreement of the Parties and supersedes all prior agreements, negotiations, and understandings between the Parties with regard to the subject matter hereof. This Agreement may only be modified by a separate writing signed by the Parties.
14. No Assignment. This Agreement, and any right or obligations hereunder, is not assignable by the Parties. This Agreement is for the benefit of and is binding upon the parties hereto and their successors.
15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to conflicts of law principles therein.
16. Headings. Headings have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction, or effect of this Agreement.
17. Severability. If and to the extent that any court of competent jurisdiction holds any provision or any part hereof to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement, or said validity in any other jurisdiction.
18. Waiver. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall not be construed as a waiver or relinquishment of the rights to require performance thereof or obtain remedies under law or this Agreement.
19. Notices. Any notices, requests, demands and other communications to be given hereunder shall be deemed effective upon receipt or refusal thereof, and shall be (i.) personally delivered, (ii.) sent by certified or registered U.S. mail, return receipt

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requested, postage prepaid, (iii) by reputable courier service or (iv) by facsimile (transmission confirmed), or email confirmed the same or following day by one of the methods in (i), (ii) or (iii), to the address set forth below:

To the TRUST:

P.O. Box 363475
San Juan, Puerto Rico 00936-3475
Facsimile No.: (787) 523-1599
Telephone No.: (787) 523-1593
Attn: Ivan Rios Mena, Acting Executive Director
Email: irios@prsciencetrust.org

To the RECIPIENT:

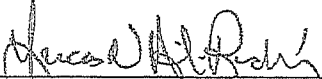
Call Box 9000
Mayaguez, PR 00681-900
Tel. No.: (787) 832-4040
Attn: Dr. Lucas N. Avilés Rodríguez, Acting Chancellor
Email: rector.uprm@upr.edu

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20. Agreement shall prevail. While any Appendixes and appendices attached hereto are incorporated as an integral part to this Agreement, in case of conflict, the text of the Agreement shall prevail.
21. Acknowledgement. RECIPIENT expressly acknowledges that each and every statement made by RECIPIENT during the process of requesting the Funding and under this Agreement is an essential condition hereof, and if the required certifications, representations, warranties, guarantees and declarations are incorrect or misleading in any material respect, the TRUST shall have just cause for terminating this Agreement immediately and asking RECIPIENT to reimburse any sums of money actually received by it under this Agreement after the date upon which any of the warranties or representations made by it became untrue.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS THEREOF, the parties hereof sign this Agreement, in San Juan, Puerto Rico, this 20 day of February, 2013.

UNIVERSITY OF PUERTO RICO--MAYAGUEZ



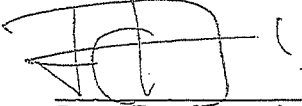
By: Dr. Lucas N. Avilés Rodríguez
Title: Acting Chancellor *Luc*

PUERTO RICO SCIENCE TECHNOLOGY AND
RESEARCH TRUST



By: Iván Ríos Mena, Esq.
Title: Acting Executive Director

Recommended by:



Dr. Frederick Just
Associate Director *Just*
R&D Center